

*When Recorded Return to:*

**HILLIS CLARK MARTIN & PETERSON, P.S.**

Attn: Tonja Smith  
500 Galland Building  
1221 Second Avenue  
Seattle, WA 98101



200810310108

Skagit County Auditor

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MIN#1000235-000013214-2

Loan #303885

Trustee #40014.334

GUARDIAN NORTHWEST TITLE CO.

95605

**NOTICE OF TRUSTEE'S SALE**

Pursuant to the Revised Code of Washington  
Chapter 61.24, et seq.

<b>Grantor(s):</b>	Hillis Clark Martin & Peterson, P.S., Successor Trustee
<b>Grantee(s):</b>	John P. Lough
<b>Legal Description (abbreviated):</b>	Section 26, Township 35, Range 9; Ptn. Gov. Lot 1
<b>Assessor's Tax Parcel Identification No(s):</b>	350926-0-022-0004(P44715)
<b>Reference No. of Related Documents:</b>	200704300173

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **February 6, 2009**, at the hour of **11:00 a.m.**, at the main entrance to the Skagit County Courthouse located in the City of Mount Vernon, Washington, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skagit, State of Washington, to-wit:

Parcel "A": That part of Government Lot 1, Section 26, Township 35 North, Range 9 East, W.M., described as follows: Beginning at an iron pipe that marks the Northwest corner of the land conveyed to the City of Seattle by Deed dated April 26, 1920, and recorded August 6, 1920, in Volume 117 of Deeds, page 626, records of Skagit County; thence East along the North line of said land 51.5 feet; thence South 31 degrees

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56'30" East 86 feet; thence South 58 degrees 03'30" West 68.1 feet to the Westerly line of the said City of Seattle land; thence North 21 degrees 00'03" West along the Westerly line of said City of Seattle land 87.6 feet to the place of beginning. Parcel "B": That part of Government Lot 1, Section 26, Township 35 North, Range 9 East, W.M., described as follows: Commencing at an iron pipe that marks the Northwest corner of the land conveyed to the City of Seattle by Deed dated April 26, 1920, and recorded August 6, 1920, in Volume 117 of Deeds, page 626; thence, East along the North line of said land 51.5 feet to the point of beginning of this description; thence North 58 degrees 03'30" East along same line 72.5 feet, more or less, to City of Seattle land; thence South 31 degrees 56'30" East 86 feet, more or less, to the City of Seattle right-of-way; thence South 58 degrees 03'30" West 72.5 feet along said City of Seattle right-of-way; thence North 31 degrees 56'30" West 86 feet to the point of beginning.;

the postal address of which is commonly known as 52884 Railroad Avenue, Rockport, Washington 98283; which property is subject to that certain Deed of Trust dated April 26, 2007, and recorded on April 30, 2007, under Auditor's File No. 200704300173, records of Skagit County, Washington, from John P. Lough, an unmarried person, as Grantor, to First American Title Insurance Company, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as Beneficiary, solely as nominee of HomeStreet Bank, a Washington state chartered savings bank, as Lender. The beneficial interest in which was assigned by MERS to HomeStreet Bank, by Assignment of Deed of Trust recorded on September 5, 2008, under Auditor's File No. 200809050060, records of Skagit County, Washington.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of an Appointment of Successor Trustee recorded on September 24, 2008, under Auditor's No. 200809240093, records of Skagit County, Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The defaults for which this foreclosure is made are as follows:

Failure to pay when due the following amounts that are now in arrears:

3 Monthly Payments of \$884.64, due on  
April 1, 2008, through June 1, 2008:

\$2,653.92



3 Late Charges of \$39.62 each,  
due on each monthly payment not  
paid within 15 days of its due  
date, for monthly payments due on  
April 1, 2008, through June 1, 2008:

\$118.86

TOTAL MONTHLY PAYMENTS,  
LATE CHARGES, AND OTHER  
AMOUNTS IN ARREARS:

**\$6,986.38**

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$119,594.33, together with interest as provided in the Note or other instrument secured from July 1, 2008, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on February 6, 2009. The defaults referred to in paragraph III must be cured by January 26, 2009 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before January 26, 2009 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after January 26, 2009 (11 days before the sale) and before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

John P. Lough  
52884 Railroad Avenue  
Rockport, WA 98283

Jane Doe Lough  
52884 Railroad Avenue  
Rockport, WA 98283

John P. Lough  
POB 30092  
Seattle, WA 98113

John P. Lough  
POB 30092  
Seattle, WA 98113



by both first class and certified mail on September 18, 2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 23, 2008, with said written Notice of Default or the written notice of default posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale. To the best of the Trustee's knowledge and belief, grantors are not active members of the United States military forces.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupant and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.



THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

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